

Request for Quotation 1207658,2

Title **Parking Management and Modernization Services**
 Amendment Date **29-MAR-2019 20:26:08**
 Amendment **Attached Pro Forma Parking Agreement and made minor modifications to**
 Description **Solicitation Objective Language**

Preview Date **29-MAR-2019 20:26:08** Open Date **29-MAR-2019 20:26:08**
 Close Date **12-APR-2019 14:30:00** Award Date **Not Specified**
 Time Zone **Central Time**

Please submit your response online through iSupplier to:

Company **Metro Govt Of Nashville and Davidson County**
 Buyer **TROUP, TERRI**
 Location **Metro Govt Of Nashville and Davidson County**
 Phone **Not Specified**
 Fax
 Email **Terri.Troup@nashville.gov**

When submitting your response, please include the following information.

Your Company Name	
Address	
Contact Details	
Response Valid Until	

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1 Header Information

1.1 General Information

Title	Parking Management and Modernization Services		
Description	Parking Management and Modernization Services		
Amendment Date	29-MAR-2019 20:26:08		
Amendment Description	Attached Pro Forma Parking Agreement and made minor modifications to Solicitation Objective Language		
Preview Date	29-MAR-2019 20:26:08	Open Date	29-MAR-2019 20:26:08
Close Date	12-APR-2019 14:30:00	Award Date	Not Specified
Time Zone	Central Time	Buyer	TROUP, TERRI
Quote Style	Sealed	Email	Terri.Troup@nashville.gov
Outcome	Contract Purchase Agreement		

1.2 Terms

Effective Start Date	Not Specified	Effective End Date	Not Specified
Ship-To Address	1 METRO SITE LOCATION 1590 1 METRO SITE LOCATION 1590 REFERENCE ADDR IN SOLICITATION United States	Bill-To Address	BILL TO: METRO PAYMENT SERVICES BILL TO: METRO PAYMENT SERVICES PO BOX 196301 NASHVILLE, TN 372196301 United States
Payment Terms	Net 30	Carrier	
FOB	Delivery	Freight Terms	Supplier Prepaid
Currency	USD (US Dollar)	Price Precision	Any
Total Agreement Amount (USD)	Not Specified		

1.3 Requirements

RFP Solicitation (Selection) Method
<p>Request for Proposal</p> <p>Pursuant to § 4.12.040 M.C.L., this solicitation document serves as the written determination of the Purchasing Agent, that the use of competitive sealed bidding is neither practicable nor advantageous to Metro. Therefore, this solicitation will facilitate the entering into of contract(s) by the competitive sealed proposals process. The proposal process, flexibility and limitations are governed by the Code and related Procurement Regulations.</p> <p>The proposal selection method permits discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award. Modifications in proposal content, comparative judgmental evaluations of the proposals, corrections, and scope adjustments, may occur at the request of the Purchasing Agent or their designee.</p> <p>There may be one or more amendments to this solicitation. Solicitation amendments are included as updates to the original solicitation. It is the offeror's responsibility to remain informed on all solicitation amendments and submit the solicitation response incorporating all amendments.</p> <p>Offers to Metro online solicitations are required to be submitted within the iSupplier online environment unless otherwise stated. Hard copy offers will not be considered except as required by law.</p> <p>Any response to this solicitation is a formal waiver of any claims of confidentiality regardless of what may be stated, printed, or implied in the submission and/or attachments submitted. All information is made a Public Record after an award is made.</p> <p>The only official position of Metro is found within this solicitation document including answers provided in response to questions raised. The online discussion tool within iSupplier is the appropriate tool for all questions or communications concerning this solicitation.</p>

RFP Solicitation (Selection) Method
<p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Metro reserves the right to issue additional rounds, to all potential Offerors and/or shortlisted Offerors, as it deems necessary for the purposes of evaluation. Additional rounds may include, but not be limited to, interviews with acceptable or potentially acceptable Offerors.</p> <p>.....</p>
<p>Target Value .</p> <p>Type No Response Required</p> <p>Use of Consultants</p> <p>Metro has engaged the following consultants to assist with the proposed solicitation (the "Consulting Team"):</p> <ul style="list-style-type: none"> (a) Baker McKenzie, LLP (b) Bass Berry & Sims (c) Loop Capital (d) Faegre Baker Daniels Consulting (e) Steve Goldsmith d/b/a/ SG Consulting <p>By responding to this solicitation, Respondent waives any conflict of interest claim relating to future, current or prior work that any member of the Consulting Team has performed for Respondent in unrelated matters. Each Respondent hereby consents to the Consulting Team providing advice and representing Metro in connection with this solicitation, any contest or protest associated with the solicitation, and the ongoing management and enforcement of any contract that arises in connection with this solicitation. Metro has consented to the Consulting Team and its members advising, representing and providing services to any Respondent in unrelated matters. Nothing in the foregoing waiver represents a consent by Metro to the release of information, correspondence or other privileged information of Metro known to or in the possession of the Consulting Team. Nothing in the foregoing waiver represents a consent by Respondent to the release of information, correspondence or other privileged information of Metro known to or in the possession of Respondent. No Consultant may represent any Respondent in connection with this solicitation.</p> <p>.....</p>
<p>Target Value .</p> <p>Type No Response Required</p> <p>Solicitation Objective</p> <p>The objective of the solicitation is to structure a long term agreement (the Parking Agreement) to assist Metro in its operation of the Nashville On-Street Metered Parking System for the following purposes (with specified terms to be defined in the forthcoming Parking Agreement):</p> <p><u>Maximize the Financial Return to Metro by:</u></p> <p>Providing Cost Transparency: Each Respondent is asked to disclose their projected system operating cost and capital costs (including the costs of the initial capital improvements to the system). This includes:</p> <ol style="list-style-type: none"> 1. Setting as a percentage of gross operating revenues, fixed cost, or other metric, any fees that the Respondent proposes to pass through to affiliated entities; 2. Detailing their anticipated required operating reserves; 3. Detailing their anticipated annual budgeted operating expenses; 4. Detailing their anticipated required capital expenses during each year; and 5. Detailing their proposed capital reserves and schedule for comprehensive capital improvements needed over the terms of Agreement. <p>Maintaining Sufficient Operating and Capital Reserves:</p> <ol style="list-style-type: none"> 1. At the onset, the Awardee for the Parking Agreement (the "Vendor") will deposit or provide a credit supported commitment to fund 100% of the budgeted system operating reserves into a segregated system operating expense account. 2. The Vendor will deposit or provide a credit supported commitment to fund 100% of budgeted capital costs for the first five years of system operations into a segregated capital reserve account.

<p>Solicitation Objective</p> <p>3. Unless otherwise determined advantageous to Metro, all revenue from the system will be deposited into a segregated Metro account for use solely in connection with the system and strictly in accordance with the Parking Agreement. Metro will periodically remit to a Vendor operating account, and Vendor capital account operating and capital expenses provided for in Vendor's approved Business Plan. Remaining proceeds will be distributed to Metro's general accounts and to compensate Vendor for its services in accordance with the Parking Agreement.</p> <p>4. Operating expenses and capital expenses in excess of initial reserves will be paid for, at Metro's election:</p> <ul style="list-style-type: none"> a. by Metro; b. out of capital reserves generated by the system (if agreed to by Vendor and Metro); or c. by the Vendor, with the Vendor entitled to treat amounts contributed as additional capital invested for purposes of calculating revenue sharing. <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Accounts are Joint Accounts:</p> <p>The flow of funds into the Metro Account, the Operating Account and the Capital Account is intended to ensure that public money from the meters is paid only to Metro while at the same time ensuring that Vendor shares in the meter revenue as provided for in the Parking Agreement and has sufficient funds available to pay third party parking system operating expenses and capital expenses. Vendor will have full discretion to utilize proceeds in the Operating Account and Capital Account as Vendor deems appropriate (consistent with the requirements of the Parking Agreement and the Vendor prepared business plan). Regardless of which account proceeds of the parking system are held in, those proceeds will constitute joint proceeds of Metro and Vendor and may only be used in accordance with Parking Agreement. Proceeds distributed from those accounts will only be the property of Metro and available to its creditors when distributed to Metro. Proceeds distributed from those accounts will only be the property of Vendor and available to Vendor's creditors when distributed to Vendor.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Paying Metro Up-Front for a Portion of the Value of System Improvements:</p> <ul style="list-style-type: none"> 1. Vendor will pay \$17M to Metro on Agreement execution; 2. Vendor will pay \$17M to Metro before May 30, 2020; 3. Vendor will fund \$1M to its operating account (or such other amount as is approved as part of Vendor's business plan); and 4. Vendor will fund into its capital account (or secure a credit supported commitment to fund) an amount equal to its anticipated capital expenses for the initial five years of the Agreement based on its capital budget based on its approved business plan. <p>Paying Metro at Least the Net Revenue Metro is Currently Earning:</p> <p>The Vendor must pay \$1.5M (increasing at CPI) (the "Minimum Payment") to Metro on a first priority basis out of system net operating revenue (with such amount for the first two years paid out of the up-front payment and the payment in the third year supported by a deposit or credit supported guaranty. Thereafter, the Minimum Payment will be guaranteed by a priority right to payment from operations).</p> <p>Splitting Additional System Revenue to Ensure that Vendor Receives a Competitive Return on Capital and Incentives for Innovation:</p> <p>After Payment of the amounts above, Metro and the Vendor will share all remaining revenue from system operations under a 50/50 revenue sharing arrangement, or such lesser or greater sharing arrangement as Vendor may offer as part of its bid.</p> <p>Vendor will share revenue on a 90/10 basis in favor of Metro after Vendor has received the required</p>

<p>Solicitation Objective</p> <p>return provided for in its winning bid ("Minimal Return").</p> <p><u>Maximize Improvement To Parking Operations With A Stable Long Term Operator Through:</u></p> <p>A Long Term Vendor/Operator Relationship:</p> <ol style="list-style-type: none"> 1. Vendor will commit not to assign the contract except: <ol style="list-style-type: none"> a. to a lender or successor in the case of a loan default b. to any party reasonably approved by Metro after the earlier of 10 years or after the system has been operating under a 90/10 revenue split for 3 years. 2. Vendor must secure operating agreements with its current operator for so long as Vendor controls the system. Any replacement operator must be approved by Metro. <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Limited Financing Risk:</p> <p>Metro will allow financing, but to minimize the risk of financial default by the Vendor:</p> <ol style="list-style-type: none"> 1. Metro will evaluate solicitation responses based on unleveraged IRR 2. Vendor will be entitled to pledge the contract to lenders and leverage their return, but debt will be capped at 60% of total invested capital, unless Metro and the Vendor conclude that another arrangement is advantageous to Metro as part of the approved business plan; 3. Lenders will be entitled to customary protections, including <ol style="list-style-type: none"> a. notice rights in the event of default b. step in rights contingent on assumption of the contract and reasonable approval by Metro of any replacement operator; c. freedom from liability preceding step in 4. Lenders will not be entitled to liens against reserves or priority rights to payment of any amounts due Metro. <p>A Creditworthy Vendor:</p> <ol style="list-style-type: none"> 1. Solicitation responses must show reasonable credit supporting the Respondent's ability to make the initial capital investment; 2. Continuously during the term, Vendor must maintain not less than \$10M in net assets (exclusive of the Parking Agreement and assets dedicated to the Parking Agreement), either directly or through a letter of credit or credit supported guaranty, supporting the Vendor's obligations under the Parking Agreement. <p><u>Preserve Metro's Ownership of System and Minimize Conflict:</u></p> <p>Metro Will Preserve Control Over All Policies:</p> <p>Metro will preserve sole discretion whether to implement changes to rates, meters, hours of operation, system regulations, fees, street usage, curb design and maintenance, meter closures and other key public policy matters. Day to day operational discretion over the parking system will reside with the Vendor, provided that the Vendor must operate in compliance with the Parking Agreement and the agreed business plan proposed by the Vendor as part of the initial Parking Agreement and updated from time to time with approval of Metro.</p> <p>Metro Will Maintain Certain Rights:</p> <p>Without paying for adverse actions, Metro will have the right to:</p> <ol style="list-style-type: none"> 1. utilize the spaces and curb for emergency vehicles, police vehicles, road maintenance, utility installation and repair, weather and other public safety needs. 2. remove(or otherwise take out of operation) up to 150 meters on a temporary basis at any given time. <p>Parties Will Implement a Process for Regular System Improvement:</p> <p>The Vendor and the Traffic and Parking Commission will establish a regular process for the Traffic and Parking Commission to meet with the Vendor to review proposed modifications to the system to improve public benefits, traffic management, system revenue and system operations so that the Traffic</p>

<p>Solicitation Objective</p> <p>and Parking Commission can better understand the cost and benefit of proposed modifications to the system, including such innovations as residential zone parking, dynamic pricing, and curb management.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Metro Will Retain Control of Final Ticket Issuance:</p> <p>All Tickets issued and the policies and procedures around ticket issuance must be approved by Metro employees and supported by such evidence as is required by law. Respondents are encouraged to include proposed procedures for issuing tickets that comply with Tennessee law and Metro Code and to detail what support they anticipate needing from Metro personnel in connection with the issuance of tickets based on the technology and processes that they propose to utilize.</p> <p>Metro will Forgo its Rights to System Revenue in Certain Circumstances, but Will Not Guaranty Excess Returns:</p> <ol style="list-style-type: none"> 1. Metro will agree to forfeit its Minimum Payment and rights to share in proceeds to the extent that any Metro-mandated change to the system results in the Vendor receiving less than its Minimal Return. 2. So long as Vendor is receiving the Minimal Return, however, Metro will be entitled, without paying additional compensation to the Vendor, to make any changes to the system that do not cause the Vendor to receive less than the Minimal Return. <p>Metro will have the Right to Replace the Vendor:</p> <ol style="list-style-type: none"> 1. Metro can terminate the Parking Agreement at will or for a Vendor default. 2. Metro must pay the Vendor a Termination Fee equal to: <ol style="list-style-type: none"> a. all amounts due the Vendor as of the reversion date; b. the actual documented cost of the Vendor unwinding operations (provided that all operations contracts will be terminable on 3 months' notice and, including lender breakage fees, materials already ordered and other expenses); plus c. the unamortized value (amortized based on the term of the contract) of Vendor's invested capital taking into account payments already received by Vendor together with interest at an agreed rate; plus d. Provided that Vendor is not in default, a premium equal to an amount sufficient to generate the Minimal Return (e.g. return of equity and return on equity) bid by the Vendor and invested since contract inception; less e. any amounts due Metro as the result of the Vendor's default (subject to Vendor's lender's rights to recover the amount of their debt). <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Solicitation Scope</p>
<p><u>Tentative Schedule of Events</u></p> <ul style="list-style-type: none"> · 03/22/19 - Issuance of RFQ · 03/29/19 - Amendment to RFQ with Pro Forma Parking Agreement · 04/03/19 - Pre-Offer Meeting as stated in standard solicitation requirements · 04/05/19 - Written Comments and Questions Deadline as stated in standard solicitation requirements · 04/08/19 - Metro Response to Written Comments and Questions · 04/12/19 - RFQ Response Submittal Deadline, including comprehensive redline of Parking Agreement as published in Solicitation. · 04/18/19 to 04/19/19 - Discussions with Respondents Determined to be Acceptable or Potentially Acceptable · 04/22/19 - Final Submissions in Response to Scope Adjustments/Discussions · 04/23/19 - Intent to Award Notification · 04/24/19 to 04/29/19 - Negotiation of Final Agreement Terms · 04/29/19 - Awardee Signature on Parking Agreement · 06/18/19 (or earlier) - Metro Council Gives Final Approval to Agreement

<p>Solicitation Scope</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Scope Summary</p> <p>Metro is soliciting proposals from highly qualified Respondents that are interested in providing operations and modernization services for Metro's on-street metered Parking System (not including parking garages). Metro seeks to identify and engage a party with which it can work over the long-term to develop one of the most well run and innovative municipal parking systems in the nation. Metro is focused on finding a party with deep subject matter expertise and strong operational skills. Market forces (increasing urbanization) and converging technologies (e.g., mobile technology, IoT, and autonomous vehicles) have created a unique opportunity for Metro to reimagine and enhance its on-street parking system and consider new, innovative ideas related to curb management.</p> <p>Metro is seeking a Parking Agreement of up to 30 years, structured as a contractual relationship between Metro and a private party in which Metro would grant certain operating, management, and revenue collection rights to the selected party in <u>exchange for a minimum of (a) two up-front payments of \$17 million each in FY 2019 and FY 2020, (b) annually guaranteed payments of \$1.5 million per year starting in year three of the Parking Agreement and increasing based on the consumer price index, and (c) a periodic payment stream (i.e. revenue share)</u> over the duration of the agreement. The first up-front payment is due upon execution of the Agreement and the second payment is due before May 30, 2020. Failure to submit responses that conform to these minimum criteria may result in Offer being deemed nonresponsive.</p> <p>Metro would propose that its revenue share be paid monthly, with an annual true-up based on the contract terms. Metro understands that it may take several months to establish an efficient process for financial reporting and revenue sharing. Metro is open to discussing other options that help to minimize administrative effort, but which also do not unnecessarily delay Metro receiving its revenue. Respondent will receive the revenues directly and then calculate Metro's revenue share per the terms of the contract.</p> <p>Customer service should be included as part of the scope of services.</p> <p>Metro will not be offering a "break-up fee" to cover legal or other fees in the event Metro decides not to move forward with the chosen transaction. Metro has committed significant time and effort to get the procurement to this stage. Metro believes that this is an excellent opportunity for qualified and interested infrastructure funds and parking operators to deploy an industry-leading parking management solution in one of the country's most dynamic, rapidly growing, and forward-thinking cities. Metro officials, including those in the Mayor's Office, the Traffic and Parking Commission, and the Metro Council, have been consulted in the preparation of this RFQ. Metro is eager to review Respondents' proposals.</p> <p>A Pro Forma Parking Agreement will be forthcoming in an amendment to this solicitation anticipated by March 26, 2019. Information relevant to this RFQ and the forthcoming Parking Agreement are included as attachments to the RFQ.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Scope Detail</p> <p>The Metropolitan Charter Section 11.907 provides as follows with regard to the Metropolitan Traffic and Parking Commission:</p> <p><i>Sec. 11.907. - Management and control of parking meters, garages and other traffic facilities.</i></p> <p>The commission shall have power to control and manage parking facilities in any metropolitan street or road, including the installation of parking meters or other necessary equipment in connection therewith. The commission shall prescribe and may revise a schedule of service charges in connection with the use of parking meters, a copy of which schedule shall be kept on file and subject to public inspection at the office of the commission and at the office of the metropolitan clerk.</p> <p>The commission shall also have control and management of any public parking garage or other traffic facilities, and with the acquisition, construction and establishment of the same. The commission may enter into lease agreements with private operators to operate the parking facilities owned by the metropolitan government. The commission is authorized to collect rents, fees or other charges for such parking garage and other traffic facilities as it may operate and manage.</p>

<p>Solicitation Scope</p> <p>All moneys collected by the commission from parking meters, or any other service charges, shall be remitted by it to the metropolitan treasurer, who shall keep such moneys in a separate account earmarked for traffic and parking improvements.</p> <p>Moreover, the Code of the Metropolitan Government of Nashville and Davidson County, Tennessee also describes the process for adding parking meter zones, and gives the Department of Public Works, subject to the approval of the Traffic and Parking Commission, authority over this process (MCL Section 12.44.010.B.).</p> <p>Given the Commission's comprehensive jurisdiction over the subject matters outlined in this RFP, Respondents should carefully review all local charter, code and ordinance provisions related to parking as part of their due project diligence efforts and understand that the Agreement and many of the successful respondent's initiatives may be subject to approval by the Traffic and Parking Commission.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>On-Street Metered Parking Spaces</p> <p>Curb space now accommodates approximately 1,894 on-street metered parking spaces (approximately 906 in the downtown core and approximately 988 in the adjacent Midtown area). While Metro's Total Parking System today includes a collection of metered on-street parking spaces, the Parking System of the future should include all of the operational and technology innovations described in this RFP as well as, potentially, additional facilities, assets, or elements as Metro and its stakeholders may choose to add. The current days and hours of operation of meters are generally, Monday thru Saturday, 8 a.m. to 6 p.m. with 2-hour time limits.</p> <p>Metro is interested in developing a world-class approach to on-street metered parking and curb space management. Metro seeks a party that can provide thought leadership regarding on-street parking and related parking management issues. While Metro reserves the right to make final decisions on policy issues, it seeks to identify a party that will continually propose strategies to improve customer service as well as financial performance. The goal is to ensure that the selected party's interests and Metro's interests are congruent and that new technologies will be incorporated when they make sense. Metro wants to construct an arrangement that recognizes the dynamic nature of this market. Metro is not asking respondents to accept financial responsibility for unknown technologies. Rather, Metro wants to create a process where new technologies would be identified and evaluated as they are developed based upon how they would enhance resident service and impact revenue sharing under a resulting agreement, while ensuring the privacy and the security of data entrusted to Metro through the selected party by parking system users.</p> <p>Metro recognizes that various dynamic factors will affect the usage and pricing of the curb space referenced in this RFP. Metro is therefore looking for a party that will help it anticipate and manage technology developments in a manner that will benefit residents, retailers, motorists, and pedestrians. It is anticipated that the winning Respondent and Metro would enter into a contract that would allow Metro, at its option and in accordance with applicable federal, state, and local laws, to make changes in the operation and pricing of the curb space for new, innovative ideas and in turn share the incremental benefits as compared to benchmarks established in the contract.</p> <p>Metro is specifically interested in ideas concerning management of the curb space now utilized in its Parking System and is open to suggestions about how the parties might agree to other methods of managing such curb space including, for example, drop off zones for transportation network companies (TNCs), use for autonomous vehicles, delivery trucks, or other special permit parking. The winning Respondent will during the course of the parking agreement be expected to bring forward recommendations to Metro that might involve enhanced access and an improved user experience for residents, retailers, motorists and pedestrians.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Respondents are asked to explain how metered parking could be expanded and how any potential expansion (or removals) would impact the revenue share in the financial model. However, Metro does not know at this time whether, where, or when it would add/remove meters, subject to approval by the Traffic and Parking Commission. Metro Planning completed an analysis (included in the RFP attachments) to</p>

Solicitation Scope

identify several potential expansion areas using space requirements for Metro's existing meters and assumptions of minimum density and proximity to commercial activity needed for viability of metered parking. Based on the results of that analysis, Metro estimated that the on-street parking system could be expanded by as many as 4,500 metered spaces. If Metro enters into an agreement with a party, staff from Public Works, Planning, and/or other Metro departments will work with Metro Council Members and the community to develop a process for proposing, evaluating, and implementing expansions of Metro's on-street system. While this RFP refers to "metered parking spaces" and "meters," Metro recognizes that, in the future, parking spaces may not have traditional meter infrastructure.

At its meeting on March 11, 2019, following a presentation about this Parking Modernization Solicitation, the Traffic and Parking Commission voted as follows:

- To increase parking meters rates by \$0.25 / hour effective one year from the date of this issue's passage by the Traffic and Parking Commission, with annual adjustments based on the CPI (consumer price index) thereafter.
- To extend metered parking hours of operation from 8 am – 6 pm to 8 am – 10 pm prospective to July 1, 2019, and contingent upon a deal with a Vendor being reached.

While it was not itself able to make the following changes, since they require amendment of the Metropolitan Code by the Metropolitan Council by Ordinance, the Traffic and Parking Commission did also vote to recommend the following changes in concept at its March 11, 2019 meeting:

- To amend Metropolitan Code Section 12.44.010 to implement metered parking fees on Sundays.
- To amend Metropolitan Code Section 12.08.170, "Citations for violations", to increase parking violations to \$25 per offense for both parking without paying and for 'overtime parking.'
- To allow the phasing out of Metro Code 12.44.075, "Free metered parking for clean technology vehicles", over time as the increase in vehicles meeting this criteria occurs.
- To amend the Metropolitan Code as needed to allow aspects of the enforcement and collection process to be outsourced to a vendor (consistent with state law).
- To amend Chapter 12.41 of the Metropolitan Code as needed to allow management of the valet parking program to be outsourced to a vendor, subject to the Commission.
- To amend Chapter 12.42 of the Metropolitan Code as needed to allow management of the residential permit parking program to be outsourced to a vendor, subject to the Commission.
- To amend Chapter 12.48 to allow management of loading and unloading zones to be outsourced to a vendor, subject to the Commission.

[Note: When legislation adopting these changes is filed, this legislation will be subject to a subsequent referral to the Traffic and Parking Commission before its passage. The Commission meets next on April 8, 2019.]

The effectiveness of the Parking Agreement will be conditioned on Metro Council approving the recommended changes.

.....
Target Value .

Type No Response Required

The informational presentation made to the Commission included additional proposed features such as a metered zone expansion, but the Commission did not take action on those because although the Commission (together with the Department of Public Works) can expand the parking meter zones, they were not being asked to do that yet. The presentation advised that they would likely be asked to do that in future. The Commission appeared to have a favorable response to the presentation.

The Parking Agreement will have a provision for adding and deleting meters/spaces, as approved by Metro and the Traffic & Parking Commission, but in all events will include the changes identified above. Respondents should take into consideration the potential additional meters/spaces when responding to this solicitation.

Metro Overview

Nashville is the 25th largest city in America and, along with Davidson County, has a population of about 684,410. Nashville and Davidson County form the Metropolitan Government, which is the city-county consolidated government created in 1963. The greater Nashville metropolitan area (which includes 7 counties) has a population of about 1,865,298. The Metropolitan Council is the legislative authority of The Metropolitan Government of Nashville and Davidson County. The popularly elected Metropolitan Mayor is the City's Chief Executive and is independent of the Metropolitan Council. Both the

<p>Solicitation Scope</p> <p>Metropolitan Mayor and Metropolitan Council are elected on a nonpartisan basis. Nashville is home to leading academic institutions, including Fisk University and Vanderbilt University. The City is also home to HCA Holdings, Inc. and Envision Healthcare, both ranked in the Fortune 500.</p> <p>As shown in the attached U.S. Census Bureau Projected Growth Chart Document, the City's and the Region's population is expected to grow substantially in the future.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Investment and Job Creation</p> <p>During FY2016-2017, the Nashville Area Chamber of Commerce announced 112 business relocations or expansions into the Nashville MSA, bringing 10,942 jobs. In FY 2016, the Chamber announced 61 business relocations or expansions into Davidson County, collectively bringing 4,183 new jobs into Metro Davidson County. Many sizable headquarters, shared-service operations, and manufacturing operations have relocated and/or expanded in Nashville.</p> <p>In the 2016-2017 Fiscal Year, Bridgestone Americas announced an expansion adding back-office functions to a new location in Antioch and will be adding another 450 new jobs in the Nashville Region. Smile Direct announced a large expansion adding 440 new jobs. Houzz Inc. announced a new corporate office bringing 300 new jobs to downtown Nashville. Warner Music Group announced a new Central Business Office adding 175 new jobs in the downtown core. AkzoNobel announced the relocation of their headquarters to Nashville adding 171 new jobs. LKQ is planning an expansion creating 150 jobs in Nashville. Delek US Holdings, announced the addition of 180 new jobs in Davidson County. Wonton Foods announced an expansion adding 94 manufacturing jobs to Davidson County.</p> <p>In the 2017-2018 Fiscal Year, AllianceBernstein announced the global asset management firm will relocate its corporate headquarters from New York City to downtown Nashville, creating 1,050 jobs.</p> <p>Since July 1, 2018, the Nashville Area Chamber of Commerce announced 67 business relocations or expansions into the Nashville MSA, bringing 10,322 new jobs to the region. Also, since that time, the Chamber announced 38 business relocations or expansions into Davidson County, collectively bringing 7,650 new jobs into Metro Davidson County. Continued expansion has occurred in recent years in corporate and regional headquarters, the technology industry, manufacturing, health care management and many areas where the local economy has established strength and growth potential.</p> <p>In the 2018-2019 Fiscal Year, Amazon announced it will be creating a new Operations Center of Excellence bringing 5,000 jobs to downtown Nashville. Ernst & Young announced that the global professional services firm will establish a new facility, creating 600 new jobs, to deliver tax managed services for clients and tax technology operations in Nashville. KeepTruckin Inc., a San-Francisco-based technology company that provides fleet management software to the trucking industry, established a new office in the L&C Tower Annex creating 385 jobs over the next five years. Lyft, another San-Francisco based company, expanded their Nashville presence by adding 350 new jobs to their existing 400 employees at their downtown Nashville regional headquarters. NomNomNow, a gourmet pet food manufacturer, opened a local production facility to better serve its East Coast customers, creating 181 jobs. GlockStore moved its headquarters and showroom from San Diego to Nashville, creating 88 jobs in Davidson County.</p> <p>Other successes in Davidson County include Dell, Inc. adding 225 jobs to their existing Nashville location to keep up with technology demand. Celero Commerce LLC began a campaign of financial technology and related acquisitions backed by LLR Partners and aims to have 150 workers in their Nashville office within the next three years. RSM, the nation's fifth-largest accounting firm will open a Nashville office later this year, with a goal to employ 125 people in the Nashville office over the next four years. Nashville-based manufacturer, Military Systems Group, expanded its existing presence by adding 70 new jobs. Recruiting firm IQTalent Partners Inc. plans to double its employee count in downtown Nashville and officially named Nashville as its headquarters location.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>More detailed information on Metro can be found in the Moody's Investor Services and Standard & Poor's presentation and bond offering documents attached to the solicitation. See also http://www.nashville.gov/Finance/Office-of-the-Treasurer/Debt/Investor-Relations.aspx.</p>

Solicitation Scope

No other debt types are included in the portfolio (i.e. photo violations, code violations, etc.).

Metro seeks to accomplish the following general objectives with this transaction:

- Reduce its environmental footprint and achieve its sustainability goals;
- Manage parking in congested areas in a manner that supports retailers, and avoids unnecessary circling by motorists looking for a parking space;
- Ensure that parking is affordable and, at the same time, continues to produce net revenues that assist in the development of local traffic and parking improvements;
- Maximize resident and user convenience;
- Provide options for managing disability parking in order to make sure that spaces set aside for those with disabilities are available to them and to ensure compliance with all federal and state legal requirements. State and Metro law provide that disabled persons can park in government-owned or operated parking spaces free of charge. See Tenn. Code Ann. Section 55-21-105 and MCL Section 12.44.070;
- Ensure the privacy of resident and visitor data gathered through the systems implemented;
- Produce real-time and accurate data on parking trends, uses, and revenues for Metro; and
- Enhance monitoring of curb space to improve management and allocation of curb access, prioritization and repurposing, adhering to community visions of best use of public spaces.

Metro recognizes that parking and mobility-related technology have progressed significantly over the last two decades. Because technology has improved, it is necessary to bring Metro's existing Parking System into the modern era. Metro's objective is to upgrade its parking technology by integrating state-of-the-art hardware, software, and operating solutions to provide added convenience to users. New meter infrastructure must comply with the provisions of The Code of the Metropolitan Government of Nashville and Davidson County, Tennessee, Chapter 12. With this enhanced technology, Metro expects to improve customer service and increase overall operational efficiency. New technology will also play a critical role in improving environmental, safety and security standards for parking.

Metro requires Respondents to accept the Parking System "as-is." Respondents shall assume responsibility under the Parking Agreement based on the condition of the Parking System "as-is."

Respondents are strongly encouraged to make all inspections and review all available and relevant data and information prior to submitting proposals.

Under the Parking Agreement, the Respondent would assume certain obligations with respect to the operation, maintenance, management, and future development of the Parking System, such as financing specified new fixed investments during the period and for providing operations and management services associated with some or all of the Parking System. The Parking Agreement will contain all elements of the arrangement and the related responsibilities of Metro and the Contractor.

.....
Target Value .

Type **No Response Required**

Contract Compliance

Metro's Traffic and Parking Commission, in collaboration with the Department of Public Works, will serve in a Contract Compliance and oversight role for any agreement, in addition to retaining the right to review and approve or disapprove of operational decisions they are required to approve by the Metropolitan Charter.

Parking System Description

See material and information provided herewith for detailed information about parking meters, parking fees and hours of revenue collection, potential parking meter/space expansion, parking system investment highlights, and additional parking system details.

Tax Considerations

Sales and Use Taxes. The State of Tennessee imposes a Sales and Use Tax of 7% and Davidson County imposes an additional 2.25% sales and use tax (Sales and Use Taxes). By statute, the tax does not apply, however, "to charges for such services made by the state and its political subdivisions when providing on-street parking space for which charges are collected." Respondents are encouraged to consider their potential Sales and Use Tax obligations in developing their Financial Proposal. Respondents are permitted to offer two proposals, one assuming that Sales and Use Taxes must be collected and the other assuming that they are not required to be collected. In addition to the fact that Metro continues to own the parking system and that all proceeds of the Meters are going first to Metro and deposited in the Metro Account,

<p>Solicitation Scope</p> <p>Respondents are encouraged to offer bid structures that mitigate the impacts of the Sales and Use Taxes on the gross revenues anticipated to be earned on Metered Parking Revenue. If elements of the transaction or Parking Agreement impede a Respondent's ability to mitigate the Sales and Use Tax, Respondents are encouraged to mark-up the Pro Forma Parking Agreement in a manner that may assist Vendor and Metro in mitigating the impacts of the Sales and Use Taxes. If for any reason the Parking Agreement is subject to Sales and Use Taxes, such event will not constitute an adverse action, but Metro will remit Metro's portion of any Sales and Use Tax to the Metro Account to be distributed in accordance with the Parking Agreement. The State of Tennessee portion of the Sales and Use Taxes would be deemed an operating expense of the parking system payable from the operating account in the ordinary course.</p> <p><i>Personal Property Taxes.</i> Tangible personal property is generally subject to an ad valorem tax under Tennessee law (the Personalty Tax). Tangible personal property subject to the Personalty Tax is movable, touchable property used in a business, including furniture, computers, machinery, tools, supplies, raw materials, vehicles, scrap, billboards, tanks, pipelines and other property not listed as real estate. The Personalty Tax rate differs within different areas of Davidson County. Metro is exempt from property taxes and does not currently pay the Personalty Tax on personal property owned by Metro. Respondents are encouraged to consider the Personalty Tax in developing their Financial Proposal. Respondents are encouraged to offer bid structures that mitigate the impacts of the Personalty Tax on the gross revenues anticipated to be earned on Metered Parking Revenue. If elements of the transaction or Parking Agreement impede a Respondent's ability to mitigate the impact on net income of the Personalty Tax, Respondents are encouraged to mark-up the Parking Agreement in a manner that may assist Vendor and Metro in mitigating the impacts of the Personalty Tax.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p><i>Accounting.</i> Metro will only execute a Parking Agreement that allows for the treatment of the up-front payments as current income in the year in the year in which they are paid. No modification of the Parking Agreement will be allowed that changes that outcome. Neither Metro nor the Respondents will have any responsibility for the method by which the other party accounts for the transactions specified in the Parking Agreement.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>As indicated in the Inquiries Section below, all questions that are specific to the solicitation shall be submitted via iSupplier Online Discussion on or before Friday, April 5, 2019 at 4:00PM. Questions will be answered formally via Amendment to the solicitation soon after the deadline for submitting questions. You may contact Terri Troup at 615-862-6669 or terri.troup@nashville.gov with questions regarding iSupplier or you may email iSupplier@nashville.gov . All offerors are encouraged to sign in to the iSupplier system as soon as possible to view the solicitation and ensure all login information is correct. Finally, please have your offer loaded in the iSupplier system well in advance of the deadline for submission of offers to avoid any last minute functionality issues. While Metro makes every attempt to assist suppliers with entering their offers, there is not sufficient time to trouble shoot functionality issues within one hour of the deadline for submission of offers.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p> <p>Information Security Agreement</p> <p>Metro is committed to the responsible use of the information entrusted to it and to protecting the confidentiality, integrity and availability of that information. However, information security is not an absolute and Metro cannot absolutely guarantee the security of the information that it handles. Metro aspires to fully protect citizen information through the use of multiple information security controls, including technical, administrative and physical controls.</p> <p>Metro requires that any external party, vendor, etc., exercises the same or greater level of due diligence with regards to the protection of Metro information, information technology assets and information processing facilities that are accessed, processed, communicated to, or managed by external parties or where external parties add products or services.</p>

<p>Information Security Agreement</p> <p>Complete the ISA Questionnaire found at https://www.nashville.gov/Portals/0/SiteContent/ITS/docs/Information%20Security/MISA-Questionnaire_V1_6.pdf and attach it with your quote. Using the attached ISA Matrix found at https://www.nashville.gov/Portals/0/SiteContent/ITS/docs/Information%20Security/MISA-ExhibitSelectionMatrix_V1_6.pdf, determine the applicable ISA Terms and Conditions found at https://www.nashville.gov/Portals/0/SiteContent/ITS/docs/Information%20Security/MISA-Exhibits_V1_6.pdf based on your company's completed ISA Questionnaire.</p> <p>All other information technology requirements per Metro, can be found at https://www.nashville.gov/Information-Technology-Services/Information-Security/Doing-IT-Business-With-Metro.aspx.</p> <p>Failure to attach your completed ISA Questionnaire may result in your offer being deemed non-responsive.</p> <p>Please acknowledge if your company accepts the ISA Terms and Conditions.</p> <p>Offeror must indicate acceptance of the applicable ISA Terms and Conditions. If any exceptions are taken, attach a PDF file to your quote identifying the exceptions and label it as ISA Terms and Conditions Exceptions.</p> <p>Please note that if exceptions are not stated at this time, they will not be granted after the contract is awarded. Exceptions taken after the award will result in the withdrawal of the intent to award and offeror's firm suspended from upcoming solicitations.</p> <p>.....</p> <p>Target Value ISA Questionnaire Attached and ISA Terms and Conditions Accepted</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>ISA Questionnaire Attached and ISA Terms and Conditions Accepted</p> <p>No, Offer is Nonresponsive</p>
<p>Standard Solicitation Requirements</p> <p>Inquiries</p> <p>Offerors must clearly understand that the only official answer or position of Metro will be the one stated in writing by Division of Procurement staff.</p> <p><u>All inquiries, questions, and/or comments related to the entire solicitation, including the Draft Parking Agreement, shall be submitted via iSupplier Online Discussion on or before Friday, April 5, 2019 at 4:00PM.</u> The solicitation will be amended to provide responses to any submitted questions along with provide any updated solicitation information, including the Draft Parking Agreement if necessary.</p> <p>You may contact Terri Troup at 615-862-6669 or terri.troup@nashville.gov with questions regarding iSupplier or you may email iSupplier@nashville.gov. All offerors are encouraged to sign in to the iSupplier system as soon as possible to view the solicitation and ensure all login information is correct.</p> <p>Finally, please have your offer loaded in the iSupplier system well in advance of the deadline for submission of offers to avoid any last minute functionality issues. While Metro makes every attempt to assist suppliers with entering their offers, there is not sufficient time to trouble shoot functionality issues within one hour of the deadline for submission of offers.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Pre-Offer Meeting</p> <p>A pre-offer meeting will be held for this solicitation at Wednesday, April 3, 2019 at 10:00AM Central Standard Time in the University Conference Room located in the Lindsley Hall, 730 2nd Ave South, Nashville, TN 37210.</p> <p>If you are unable to attend the pre-offer meeting, you may participate through signing into GoToMeeting from computer, tablet, or smartphone by clicking https://global.gotomeeting.com/join/650657165 and/or dialing 1(872)240-3212 (Access Code: 650-657-165).</p> <p>If you are attending through GoToMeeting, you must email the buyer, Terri Troup at terri.troup@nashville.gov, your name, email address, phone number, and the name of the company you are representing within an hour of the meeting conclusion. This information will be added to the</p>

Standard Solicitation Requirements official pre-offer meeting sign-in sheet. You will not receive credit for attending the meeting if you do not send this information to the buyer. Metro urges all prospective offerors to participate in the pre-offer meetings. Target Value . Type No Response Required
Accurate Information Failure to provide complete and accurate information in an offer to this solicitation may result in your offer being deemed nonresponsive. Metro may institute debarment proceedings against the offeror and/or terminate any contract or purchase order that has been awarded based on inaccurate information. Target Value . Type No Response Required
Extraneous Information Offers should be brief and concise. Information provided beyond the requirements described in this solicitation may be considered extraneous and as a result discarded. Target Value . Type No Response Required
Minor Irregularities Metro reserves the right to waive minor irregularities in offers, provided that such action is in the best interest of Metro. Any such waiver shall not modify any remaining solicitation requirements or excuse the offeror from full compliance with the solicitation specifications and other contract requirements if the offeror is awarded a contract. Target Value . Type No Response Required
Ambiguity, Conflict or Other Errors in the Solicitation Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this solicitation prior to submitting their offer, or it shall be waived. Claims of ambiguity after submission of the offer shall not serve as grounds for a protest. If an offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, they shall immediately request modification or clarification using the online discussion feature of iSupplier. Required modifications or clarifications will be issued by solicitation amendment. Target Value . Type No Response Required
Validity of Offers All offers shall be valid for a period of one-hundred and twenty (120) days from the closing date of the solicitation unless another timeframe is agreed to by all parties. Submission of an offer does not afford rights to the offeror nor obligate Metro in any manner. Target Value . Type No Response Required
Offer and Presentation Costs Metro will not be liable for any costs incurred by an offeror in the preparation of its response to a solicitation, nor for the presentation of its offer and/or participation in any clarifications, discussions, negotiations, or protests. Target Value . Type No Response Required

<p>Standard Solicitation Requirements</p> <p>Rejection of Offers Metro reserves the right to accept or reject, in whole or in part, any offers submitted. The failure of an offeror to promptly supply information in connection with, or with respect to, reasonable requests may be grounds for a determination of non-responsibility.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Subcontractors/Subconsultants Offeror must enter <u>all</u> subcontractors/subconsultants in the Supplier Profile Attributes section of the quote. <u>All</u> proposed subcontractor/subconsultants and/or suppliers must be registered in iSupplier in order to populate their name within the attributes section. Offeror should identify those subcontractors/subconsultants and/or suppliers that are Small or Service-Disabled Veteran (SBE/SDV) owned, or those that are Minority or Woman owned as appropriate. <u>All</u> known subcontractors/subconsultants and/or suppliers who will perform a portion of this project must be listed.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Small, Minority, Woman-owned and/or Service Disabled Veteran-owned (SMWSDVB) Participation and Misrepresentation Offerors must acknowledge that they understand the DBE (SMWSDVB) participation expectations described in the next paragraph.</p> <p>Offeror are <u>required to meet a target of 15% DBE (SMWSDVB)</u> participation in the delivery of the services necessary to meet the scope of work. Respondent acknowledges that during the execution of any resulting agreement, contractor will seek every effort to maximize participation over the life of the agreement.</p> <p>Offeror also acknowledges that they understand the consequences of failing to comply with their SMWSDVB participation commitments. If Contractor fails to comply with their SMWSDVB businesses participation commitments, or it is determined that their SMWSDVBs status or the SMWSDVBs status of any subcontractor/ subconsultant/supplier, is shown to be false; Metro may terminate the Contract and charge Contractor for any costs incurred by Metro as a result of the misrepresentation. Misrepresentation may result in debarment.</p> <p>Contractor shall enter payments to SBE/SDV and MWBE subcontractors/subconsultants/suppliers into iSupplier as instructed by Metro. Failure to do so may impact payments to Contractor.</p> <p>.....</p> <p>Target Value Acknowledge Participation Expectations and Consequences of Misrepresentation</p> <p>.....</p> <p>Circle one from the response values below: Yes, our company acknowledges the participation expectations and consequences of misrepresentation No, Offeror does not acknowledge and is non-responsive</p>
<p>Americans with Disabilities Act Contractor shall ensure Metro that all services provided through this resulting contract shall be completed in full compliance with the 2010 Americans with Disabilities Act ("ADA") enacted by law on March 15, 2012 and adopted by Metro. Contractor will ensure that participants at public meetings with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Contractor Personnel Requirements Subsequent to submission of an offer and prior to award of a contract, key personnel identified in the offer shall not be changed without the approval of Metro. Any changes in key personnel without Metro approval may result in the offer being rejected and not considered for award.</p>

Standard Solicitation Requirements
..... Target Value . Type No Response Required
Unauthorized Work The successful offeror shall not begin work until Metro issues a Notice to Proceed or Purchase Order. Any unauthorized work shall be deemed non-compensable and the offeror will have no recourse against Metro. Target Value . Type No Response Required
Insurance Requirements Any offeror receiving an intent to award notification shall be required to provide a Certificate of Insurance within fifteen (15) days of receipt of the intent to award letter in order to proceed with the execution of a contract. The "Description" section must read as follows: Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement. RFQ 1207658 In the "Certificate Holder" section it must read as follows: Purchasing Agent, Metropolitan Government of Nashville and Davidson County, Metro Courthouse, Nashville, TN 37201. The following insurance(s) shall be required: Target Value . Type No Response Required
· Cyber Liability Insurance in the amount of one million (\$1,000,000.00) dollars. Target Value . Type No Response Required
· General Liability Insurance in the amount of one million (\$1,000,000.00) dollars. Target Value . Type No Response Required
· Professional Liability Insurance in the amount of five million (\$5,000,000.00) dollars Target Value . Type No Response Required
· Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars. Target Value . Type No Response Required
· Worker's Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee. (Workman's Comp Insurance is not required for companies with fewer than five (5) employees.) Target Value . Type No Response Required
Affidavits
Enter your City Target Value .

Affidavits
<p>.....</p> <p>Provide your answer below</p> <p>.....</p>
<p>Enter your County</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p> <p>.....</p>
<p>Enter your State</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p> <p>.....</p>
<p>Enter your Zip Code</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p> <p>.....</p>
<p>Affiant states that Offeror has all applicable licenses, including business licenses. Affiant also states that offeror is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065</p> <p>.....</p> <p>Target Value Yes, I so affirm.</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm.</p> <p>No and are non-responsive.</p>
<p>Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L.</p>

Affidavits
4.28.020
..... Target Value Yes, I so affirm.
Circle one from the response values below: Yes, I so affirm. No and are non-responsive.
Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows: To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government; - To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts; - Not to otherwise engage in discriminatory conduct; - To provide a discrimination-free working environment; - That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption; - That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and - That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070
..... Target Value Yes, I so affirm
Circle one from the response values below: Yes, I so affirm No, and am nonresponsive
Affiant affirms that neither the offeror nor utilized temporary staffing service employs any person who is not a legally authorized to work in the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060
..... Target Value Yes, I so affirm.
Circle one from the response values below: Yes, I so affirm. No and are non-responsive.
It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Offeror has not retained anyone in violation of the foregoing. M.C.L. 4.48.080
..... Target Value Yes, I so affirm.
Circle one from the response values below: Yes, I so affirm. No and are non-responsive.
Iran Divestment Act Affidavit By submission of this offer and in response to the solicitation, offeror(s) and each person signing on behalf of offeror(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the offeror(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list

<p>Affidavits</p> <p>created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:</p> <p>https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf.</p> <p>.....</p> <p>Target Value Yes, I so affirm.</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm.</p> <p>We cannot so affirm. Therefore, we attach a signed statement setting forth in detail the reasons for non-compliance.</p> <p>Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:</p> <p>(a) Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;</p> <p>(b) Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or</p> <p>(c) Work on property owned by the metropolitan government.</p> <p>Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020</p> <p>.....</p> <p>Target Value Yes, I so affirm</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, I so affirm</p> <p>No, and are non-responsive</p> <p><i>And Further Affiant Sayeth Not:</i></p> <p>Name of Company Officer:</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p> <p>.....</p> <p>Title:</p> <p>.....</p> <p>Target Value .</p> <p>.....</p> <p>Provide your answer below</p> <p>.....</p>
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Affidavits
<i>The provision of false information is a material breach.</i>
.....
Target Value Acknowledged.
.....
Circle one from the response values below: Acknowledged. Our offer is non-responsive
<i>If the principal officer cannot so attest, the offer will be determined non-responsive.</i>
.....
Target Value .
Type No Response Required
Evaluation Criteria
All submitted proposals should include the following on every page as a header and/or footer
· RFQ Number
· RFQ Title
· Proposer Name
· Evaluation Criteria Section Title
· Page Numbers
Each PDF document should be named the Evaluation Criteria Section Title
·
.....
Target Value .
Type No Response Required
EVALUATION CRITERIA
.....
Type No Response Required
Solicitation Acceptance
Offeror must indicate acceptance of the final version of this solicitation as amended.
Any exceptions taken to this solicitation must be submitted through the online discussion feature of the system by the date and time shown for inquiry submittal. If an offeror takes exception to this solicitation after the inquiry submittal date and time, their submission may be deemed nonresponsive.
.....
Target Value Accept Final Version of Solicitation
.....
Provide your answer below
Parking Agreement Exceptions
Respondents should review the forthcoming Pro Forma Parking Agreement in detail. Respondents are <u>strongly encouraged</u> to provide a comprehensive redline markup of the Word document as part of the response to the solicitation. The comprehensive redline markup Pro Form Parking Agreement shall include the following:
· Comments to explaining why the recommended changes are being made;
· top 25 requested changed with a numbered rating of importance as one of the following:
· 1. Condition of response to financial proposal;
· 2. Will increase or decrease financial proposal; or
· 3. Suggested Improvement

Evaluation Criteria
<p>In making recommended changes to the Pro Forma Parking Agreement, Respondents should take into account Metro's objectives as outlined in the preceding section of this RFQ, entitled "Solicitation Objectives."</p> <p>A final Pro Forma Parking Agreement will be presented to all shortlisted vendors that have been deemed acceptable or potentially acceptable as part of procurement process. At which time, shortlisted vendors will be asked to accept the terms and conditions "as is".</p> <p>.....</p> <p>Target Value .</p> <p>Type No Response Required</p>
<p>Technical and Experience Capabilities (35 Points) – Response Limited to 25 Pages</p> <ul style="list-style-type: none"> · Provide an executive summary of the key elements of the response, focusing specifically on Metro's objectives while also identifying all respondent members. This executive summary should also include a single point of contact for all future communication including name, address, telephone number, fax number, and valid email address. · Provide a description of the Respondent, including a description of all Respondent Members and the anticipated legal relationship (governance and capital structure) among the members (e.g., partners, shareholders, client-consultants, sub-consultants, etc.) as appropriate. All equity investors should be identified. · Briefly outline the roles of the Respondent Members and key personnel. In doing so, please ensure that all the capabilities outlined within the solicitation are addressed by the respondent members and key personnel. · Specifically identify the entity or entities that will act as the operator(s) of the on-street metered Parking System. Include the relevant experience performing similar operator services as outlined within the solicitation for identified entity or entities. · Confirm whether terms of engagement have been concluded with the proposed operator; · Confirm whether any key supplier or the operator will participate in the equity returns of Respondent and if so, the fee structure of the operator's compensation for operating the Parking System and structure for the operator's proposed participation in equity returns of the Respondent; · Identify the individuals or companies who hold a major or controlling interest in each Respondent Member. · Identify the companies and individuals that are expected to act as legal, financial, or other advisors for the Respondent. Include the relevant experience performing the service under this solicitation for the company and/or individual. · Describe the contractor's and its subcontractors' most relevant qualifications. Provide a list of comparable projects in which Respondent Members have participated. Respondents should clearly state how these comparable projects relate to the scope of work outlined herein for Metro's Parking System. · Respondents must provide evidence demonstrating their ability to operate and maintain a parking system of this size and scope including, but not limited to preventive maintenance, routine maintenance, operations management, parking fee management and operations, administration, enforcement, collections, data analytics, marketing and public relations, and parking operations. · Respondents should provide detailed information that demonstrates expertise in the following areas: <ul style="list-style-type: none"> · Implementing policies and practices to increase turnover, increase parking availability, and communicate where available parking spaces are located; · Making payments more convenient for users of the system. · Providing transparency both to Metro, as contract manager, and to users as well as any experience or suggestions concerning data-driven demand pricing for public spaces; · Providing the services described in the RFP in parking systems comparable in scope and complexity to Metro's; · Understanding of and ability to deliver the required work; · Ability to undertake any required capital improvements and/or provide the technology as a service; · Ability to provide high levels of service to customers and residents; and · Ability to manage safety and security issues. <p><i>See Continuation of Technical and Experience Capabilities Below</i></p>

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<p>Target Value See Continuation of Technical and Experience Capabilities Below</p> <p>Type No Response Required</p> <p><i>Continuation of Technical and Experience Capabilities</i></p> <ul style="list-style-type: none"> Respondents must demonstrate their experience and qualifications to provide the highest standards of customer service and satisfaction. Respondents may include additional information concerning their experience in maintaining productive ongoing relationships with government entities, similar to the relationship that the winning party will have with Metro, the Traffic and Parking Commission, and the Nashville Downtown Partnership. References should be able to describe the relevant qualifications and capabilities of Respondent Members seeking to take a role in the operation and modernization of the Parking System. Provide at least one (1) case study specifically describing the Respondent's work with a city and/or parking operation that is comparable in scope and complexity to Metro's. For each case study, provide specific data and information that is relevant to Metro's objectives. The goal is to demonstrate the Respondent's qualifications related to on-street metered parking operations, customer service, technology implementation, improvements in financial management and performance, employee management, capital improvements management, and other parking-related issues. Case studies based in the United States are preferred, but are not required. By submitting a case study, respondents consent to Metro contacting the case study's primary client contact. For each case study provide: <ul style="list-style-type: none"> Name and title of the primary client contact at the parking operation described in the case study along with mailing address, phone number, and email address. Term (year services began/ended) Description of the transaction structure The specific services provided (on-street parking meters, other) and size (i.e. number of meters/spaces) The specific and measurable service improvements that were implemented and that are relevant to Metro's scope of work (if possible, provide before and after performance metrics or KPIs that are relevant to Metro's scope of work and its objectives) The specific and measurable financial benefits that were achieved (provide before and after financial metrics) (if possible, provide detail on financial improvements not related to rate increases and specifically how they were achieved) The specific operational and technology innovations that were successfully deployed and their respective benefits The total transaction value to the client/customer (i.e., estimated net present value and total value) and compare it to the prior financial baseline (e.g., doubled total revenue and quadrupled net revenue). Identify any past or ongoing litigation, or knowledge of threatened litigation, between Metro and any Respondent Team member, direct or indirect, with the Respondent, or state there is none. If such litigation exists or existed, Respondents must provide the name and case number of the litigation and a description of the subject matter. Respondents must list any projects on which Respondents, their parent company or any Respondent Team member has defaulted, declared bankruptcy or been adjudicated bankrupt and explain the default or bankruptcy. Respondents must include detailed information regarding any felony or fraud convictions of Respondents or any officer, director, partner, member, manager, shareholder or other principal of any person or entity constituting a member of the Respondent Team. Respondents must identify any debarments for government contracts by any member, direct or indirect, of the Respondent Team. <p><i>See Continuation of Technical and Experience Capabilities Below</i></p> <p>Target Value See Continuation of Technical and Experience Capabilities Below</p> <p>Type No Response Required</p> <p><i>Continuation of Technical and Experience Capabilities</i></p> <ul style="list-style-type: none"> Metro believes that having the appropriate staff available throughout the duration of the project is important to ensuring the project is completed on schedule. Provide an acknowledgement of your

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<p>firm's understanding that key staff shown in the proposal will be assigned as stated in the response unless written request for substitutions is submitted and approved by Metro.</p> <ul style="list-style-type: none"> · Parking technology is rapidly changing. For example, some cities currently utilize a parking management system that does away with meters altogether, utilizing a mobile platform and sensor network for the customer interface and for enforcement. Please describe your approach to advances in parking technology (both hardware and software) and your intentions to work with Metro to ensure that what is deployed in Nashville will be both innovative and adaptable. · All information collected, stored, processed and transmitted as part of this service is and shall always be the sole property of Metro. It is Metro's stance that any information provided to the respondent and any subs, including information provided by Metro customers or residents or visitors, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the respondent or subs, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the respondent and subs assert no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction. Is this stipulation something the respondent can work within? If not, Respondent must specify exactly how data and work product will be used and if data will be used for marketing or commercial purposes, including selling of data to other third parties. · Describe who owns the data and associated work product (including inferred) that is gathered through your solution? · Respondent must be able to produce a list of all data collected for the purpose of providing the services covered within this contract prior to the service going live for Metro, which then must be updated annually by contract anniversary. Please provide an acknowledgement of your firm's understanding of this requirement. · Are you willing to make the data described in the prior section generated by your systems available on a near real-time basis to Metro? If so, please describe the mechanism(s) by which you will make data available, any exceptions to this request, and rationale for the exception. · Will you provide recurring annual affirmation that the relevant components of your product suite are compliant to all applicable statutory and regulatory requirements, such as the European Union's GDPR? · Will you provide recurring annual affirmation that the relevant components of your product suite are GDPR compliant? · Upon termination of this agreement, any data generated or inferred by systems supporting the parking modernization efforts as described in the annual data reporting shall be provided to Metro in an agreed upon format and within 30 days of contract termination. Are there any limits to meeting this requirement that Metro should be aware? · Will you be willing to identify and provide specific policy guidelines for each set of data/information gathered, collected or inferred in support of the solutions within or associated with these parking services including, but not limited to: length of data retention, location of data storage, data transport security, etc.). <p>See Continuation of Technical and Experience Capabilities Below</p>
<p>Target Value See Continuation of Technical and Experience Capabilities Below Type No Response Required</p>
<p>Continuation of Technical and Experience Capabilities</p> <ul style="list-style-type: none"> · Do you have the ability to inform any user from which they collect information how that information will be used, what process would need to be followed to correct and/or delete that information and for how long that information will be stored? If so, describe that process. · Will personal information your organization has access to be combined with other personal information elements, either from any of your partners in RFQ response or other clients and/or sources? If so, please describe in detail. Provide any third party attestation or some evidence of compliance to any applicable information security certifications to verify information security management practices. Note that any attestations/certifications must be maintained for the length of the contract. If Respondent cannot supply attestations/certifications, then what assurances can Respondent provide that information security concerns are addressed appropriately and that any data collected is protected from unauthorized access? · Does Respondent employ a dedicated security group responsible for security initiatives within the

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<p>organization?</p> <ul style="list-style-type: none"> Has Respondent suffered a data loss or security breach within the last 3 years? Does Respondent understand it is their responsibility for ensuring that any subcontractors used for this contract meet the data ownership, privacy and security requirements specified in the contract? A description of any financing that Respondent intends to secure and any key contractual requirements that Respondent will require to secure that financing. Confirmation of the identity and background financial information for the entity that will provide ongoing credit support for all Respondent obligations as required under the Parking Agreement. <p>Metro reserves the right to perform media search, confirm professional and business license registration, credit reviews, and legal searches of the organization and key officers as part of this evaluation criteria.</p> <p>The file should be attached to your response in a PDF format within the required page limits and named "Technical and Experience Capabilities".</p>
<p>.....</p> <p>Target Value Yes, Attached Technical and Experience Capabilities</p> <p>.....</p> <p>Circle one from the response values below:</p> <p>Yes, Attached Technical and Experience Capabilities</p> <p>No, Have Not Attached Technical and Experience Capabilities and May Be Deemed Non-Responsive</p>
<p>Capacity and Approach (25 Points) – Response Limited to 50 pages</p> <ul style="list-style-type: none"> Respondent should provide a description of its business plan and transition plans that Respondent proposes to incorporate into the Parking Agreement if awarded the bid, including: <ul style="list-style-type: none"> key required steps for transition of the system; proposed process for implementation of enforcement and collections; scope of work, schedule and budget for proposed system upgrade and general description of proposed upgrades (which should be consistent with the numbers included in the financial proposal below): <ul style="list-style-type: none"> proposed areas of future system improvement - e.g. change to curb management, etc; initial proposed staffing model; Respondent should demonstrate its capability to fund all financial obligations related to the Project and to maintain and upgrade the Parking System for the duration of any agreement; Respondent should describe strategies to minimize financial risk to the parties and protect Metro from any negative financial impacts. Detail any financial or in-kind support Respondent is requesting of Metro (one time and on-going). Provide detailed information that demonstrates the respondent's overall financial strength and ability to secure all necessary financing without any contingencies. Respondent should acknowledge acceptance of the Parking System "as-is." Describe financial management, accounting & audit plans. Include illustrative examples. Respondent shall keep and maintain proper books of account and records covering the operation of its business activity. Metro does not know at this time whether, where, or when it will add new meters/spaces. Any Parking Agreement will have a provision for adding and deleting meters/spaces. Respondents should provide a detailed approach (including any financial impact) for adding and deleting meters/spaces. As explained above, Metro will consider expanding the system, based on customer demand and subject to approval by the Traffic and Parking Commission. Metro is specifically interested in ideas concerning management of the curb space utilized by its Parking System and is open to suggestions about how the parties might agree to other methods of managing such curb space including, for example, for autonomous vehicles, delivery trucks, or other special permit parking. Metro is interested in ideas concerning naming rights (subject to the relevant provisions of the Metropolitan Code), advertising (which is currently prohibited by Code, but which could be changed by ordinance), and/or the integration of Point-of-Sale, Kiosk, and other smart-city technologies. Describe in detail your approach to the management of the curb space and the naming rights/advertisement as described above. This should not be interpreted as a preference for naming rights and/or advertising as part of the proposed solution, but Metro is interested in knowing how such naming rights and/or advertising could deliver value to Metro. Respondent's response should include any current recommendations along with the approach to be used when considering

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<p>recommendations throughout the course of the Parking Agreement.</p> <ul style="list-style-type: none"> Proposals should describe in detail how Respondents will keep the technology up-to-date over the term of the Parking Agreement. Respondents should describe the ideal model for Project governance and contract compliance/management. Respondents should describe their experience managing stakeholder outreach pre-transition, during transition, and ongoing (long-term) operations (e.g., social media, internet, other). <p><i>See Continuation of Capacity and Approach Below</i></p> <p>.....</p> <p>Target Value See Continuation of Capacity and Approach</p> <p>Type No Response Required</p>
<p><i>Continuation of Capacity and Approach</i></p> <ul style="list-style-type: none"> Respondents must demonstrate in detail the ability to address and resolve safety and security issues including, but not limited to, knowledge of parking and public safety and security techniques and methodologies; experience in emergency response support; and expertise in relevant parking engineering standards, specifications, policies, practices and processes. Respondents must demonstrate their ability to efficiently undertake required capital improvements to the Parking System assets during the term of any agreement. Respondents should address and Metro will be evaluating Respondent's ability to identify, prioritize, plan, and successfully implement innovative operational and technology solutions to address the needs of Metro and its Parking System. Describe in detail how the approach in identifying, prioritizing, planning, and successfully implementing innovative operational and technology solutions to address the needs of Metro and its Parking System that could improvements. <p>Opportunities to improve, include but are not limited to the following:</p> <ul style="list-style-type: none"> Increasing parking turnover in a way which serves the interest of local retailers; Increasing parking availability; Communicating, in real-time, the location of available parking; Making the payments process more convenient; Offering drivers mobile-phone based, self-service parking location and payment capabilities; Implementing data-driven demand pricing under the direction and approval of the Traffic and Parking Commission; Reducing the practice of cruising for parking spaces; Automating the enforcement process (i.e., hand-held technology, LPR [if permitted] other) and improving the collections process without encroaching on any existing contracts for collections; Improving overall financial performance through operational improvements (as contrasted with rate increases) while simultaneously delivering high levels of customer satisfaction; Reducing the number of meters (or other parking management assets) that are broken or otherwise out of service; Supporting the administration and enforcement of rush hour parking restrictions; Engaging other local public, private, and non-profit partners in voluntary transactions that allow for the integrated and shared use of their existing parking assets when those assets are not otherwise in use (this is not a City-wide objective; rather, Metro seeks the capability to address acute parking shortages in a very limited number of to-be-identified areas in the City); Under the direction and approval of the Traffic and Parking Commission, deploying neighborhood permit parking strategies in a manner that balances the needs and interests of residents and their neighborhood commercial centers, provides for low/no-cost and low/no-hassle residential participation, and helps to ensure residents have parking available in their neighborhoods (the objective here is to ensure that neighborhood residents who live adjacent to smaller commercial nodes can park in proximity to their homes without competition from those who do not live in the area); Managing street sweeping enforcement activity in a way that optimizes the environmental benefits of Metro's street sweeping efforts; Improving overall financial performance using data analytics and management strategies other than other than solely through rate increases; Managing the process of expanding the number of on-street parking meters/spaces so that Metro can increase its on-street parking capacity for residents (this includes both helping

<p>Evaluation Criteria</p> <p>Metro identify the potential new spaces based upon customer demand and deploying any new meters or other required parking technology assets).</p> <p>See Continuation of Capacity and Approach</p> <p>.....</p> <p>Target Value See Continuation of Capacity and Approach</p> <p>Type No Response Required</p> <p>Continuation of Capacity and Approach</p> <ul style="list-style-type: none"> · Please identify and recommend approaches to residential permitting and how best practices could be implemented in Nashville. · Provide suggestions on how police-issued tickets can be efficiently incorporated into Respondent's proposed process. · How would your company go about charging Metro if there was a desire to withdraw more than the allowed basket of parking spaces at some point in the future? · What is your company's approach to handling valet parking after the existing permits expire? · How would you propose that Metro manage the permanent removal of meters, such as the need to add an additional loading zone? · If a private company (like Bird or Lime) wanted to use a parking space for scooters, what is your company's proposed approach to making this work, including the charging for this space? · Metro's understanding is that Charter Section 11.907 allows Metro to enter into an agreement for the operation of parking facilities, but does not specify how the manager of the facilities may be paid for those services. Thus, the Charter does not prohibit that agreement to provide for the Vendor to initially collect those revenues, and be paid out of a revenue share of those funds, and then remit the balance to Metro. Only that balance to Metro would then qualify as the "moneys collected by the commission from parking meters, or any other service charges" subject to the requirement of being remitted to the treasurer and deposited into the segregated, earmarked account. Respondents should not assume that a revision of Charter section 11.907 will occur. Does this impact your proposal? · At this time, Metro believes that it may be advantageous for all funds to be collected on Metro's account and paid into a segregated, earmarked account maintained by Metro and then periodically paid out on a contractual basis as agreed in the Parking Agreement to segregated, earmarked operating expense and capital expense accounts maintained by the Vendor to facilitate operations and capital investments. Does this impact your proposal? · Metro will not enter into a covenant not to add any parking garages or other types of parking facilities within Metro. Further, Metro cannot make any legislative changes to the Metro Code that are requested in your proposal pre-award as that would violate the confidentiality of the RFQ process. · In your collection efforts for past due, amounts owed for parking, you will need to comply with Tenn. Code Ann. Sections 6-54-513 and 62-20-120. Please review these sections and advise whether that compliance will impact your proposal, and if so, how. Please note that it will not be possible for the Metropolitan Government to change state law, including TCA sections 55-21-103 and 55-21-105 regarding free metered parking for disabled persons. It may be possible for the Metropolitan Council to amend Metro Code Section 12.44.070 by ordinance, but we cannot guarantee that Council will do so. · If the respondent has experience implementing a similar enforcement and collections technology interface with another municipal client's system, it should describe that process in its proposal. · Metro is looking to the respondents to recommend occupancy models in the expansion areas that are consistent with local code and ordinances and which comport with industry best practices. User satisfaction and safety will be important evaluation criteria for Metro. · During the term of the Parking Agreement, Metro may permanently remove up to One Hundred Fifty (150) Metered Parking Spaces (the "Basket") from the Parking System without compensating the Vendor. <p>See Continuation of Capacity and Approach Below</p> <p>.....</p> <p>Target Value See Continuation of Capacity and Approach</p> <p>Type No Response Required</p> <p>Continuation of Capacity and Approach</p>

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<ul style="list-style-type: none"> If the number of Metered Parking Spaces increases, the Basket will increase by the same proportion. Respondents should describe how they would establish a compensation mechanism for both the permanent removal and the temporary removal of meters/spaces from the Parking Agreement. Similarly, Respondents should provide the principles of this valuation mechanism. Metro will require that the number of removed meters may be offset by new meters (subject to approval of same by the Traffic and Parking Commission). Provide a high-level, sample Transition and Implementation Plan and schedule describing how the contractor would ensure the orderly transfer of operations at the beginning of the contract term. Describe the primary operational and technical innovations that would be implemented. The Transition and Implementation Plan should cover the first two years of operations (including the first cycle of identifying and potentially adding meters/spaces). The Plan should identify the contractor's planned date (expressed as days from Notice-to-Proceed from Metro) for the major tasks. This should include details related to how Respondent will help Metro manage this change. Respondent should understand that during any period that Respondent is offering the highest revenue share with Metro (as outlined in the Pricing Worksheet), Metro will have no obligation to pay Respondent compensation for Adverse Actions of Metro provided that before and after the Adverse Action, the Respondent continues to share net revenue with the City at the highest percentage revenue share. Metro will only pay for adverse actions of the City out of the City's revenue from the ongoing operations of the Concession and not from past revenue or from other City assets. Respondents should include a sample performance report that illustrates its existing capabilities to provide Metro with real-time and accurate data on parking trends, uses, and revenues and that addresses the scope of work described herein. The data in the performance report can be anonymized if necessary. To the extent that this type of reporting capability would be available online and in real-time to Metro under a future contract, provide further details. Respondents should identify and describe any additional operational and technology innovations that it may want to propose as part of this Project. This should include, but not be limited to the following: <ul style="list-style-type: none"> The respondent's ability to identify and describe the operational, safety, financial and technology innovations that it proposes to implement at the Project; The respondent's demonstrated experience successfully implementing the innovative strategies, described in the bullet above, in projects of comparable scope and complexity to the project contemplated by Metro. 	
<p>The file should be attached to your response in a PDF format within the page limit requirement and named "Capacity and Approach".</p> <p>.....</p> <p>Target Value Yes, Attached Capacity and Approach</p> <p>.....</p> <p>Circle one from the response values below: Yes, Attached Capacity and Approach No response not attached and Offeror May Be Deemed Non-Responsive</p>	
<p>Financial Proposal (30 Points) - Explanatory narrative, not to exceed 5 Pages - Worksheet as separate attachment.</p> <p>Respondent should submit its Financial Proposal on an exact duplicate of the attached Pricing Worksheet in original Excel format. If Respondent fails to submit a Financial Proposal exactly as required, Metro may deem the Offer as non-responsive.</p> <ul style="list-style-type: none"> Respondent's offer must acknowledge the acceptance of two up-front payments of \$17 million each in FY 2019 and FY 2020, the first to be paid upon contract execution and the second to be paid before May 30, 2020. If Respondent fails to make this acknowledgement, Metro may deem the offer to be non-responsive and reject it. Respondent's offer must include Respondent's anticipated operating expenses, for each year of the Agreement, including the operator's proposed operating fee with that fee described in detail. Respondent's offer must recommend an amount for an operating expense reserve to pay for the working capital needs for the system. Respondent's offer must include Anticipated Capital Expense assumptions. 	

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<ul style="list-style-type: none"> · Respondent's offer must include Respondent's proposed capital investment in the first year of the Parking Management through and including the date of the initial capital improvements to the system. · Respondent's offer must include Respondent's anticipated net revenue from operation of the parking system. · Respondent's offer must guarantee payment of \$1.5 million per year starting in year three of the Parking Agreement and increasing based on the consumer price index, and after year 3 provide for first priority payout of the Minimum Payment after payment of third party operating expenses of the system. · Respondent's offer must include an agreement to share net revenue, after payment of the Minimum Payment, from the Parking System on a 50%/50% basis, or such lesser or greater sharing arrangement as Respondent may offer as part of its bid. · Respondent's offer must specify the minimum required unlevered internal rate of return that Respondent must earn on its capital invested capital, to share net revenue, after payment of the Minimum Payment, from the Parking System on a 90% /10% basis in favor of the City (with the understanding that Respondent may not offer a higher internal rate of return on any subsequent offer made pursuant to this procurement). · Respondent's offer must provide the maximum split it is willing to share with Metro before revenue sharing reverts to 90%/10%. · Respondent's offer must assume the financial assumptions regarding meter rates, hours of operation, and all other financial drivers or assumptions for the duration of the agreement consistent with the action taken by the Traffic and Parking Commission at its meeting on March 11, 2019: <ul style="list-style-type: none"> · To increase parking meters rates by \$0.25 / hour effective one year from the date of this issue's passage by the Traffic and Parking Commission, with annual adjustments based on the CPI (consumer price index) thereafter. · To extend metered parking hours of operation from 8 am – 6 pm to 8 am – 10 pm prospective to July 1, 2019, and contingent upon a deal with a Parking Manager at being reached.
<p>The file should be attached to your narrative response in a PDF format and be no more than 5 pages and named "Financial Proposal". The Pricing Worksheet should be in excel format and be name Pricing Worksheet.</p>
<p>.....</p> <p>Target Value Yes, Attached Financial Proposal</p> <p>.....</p>
<p>Circle one from the response values below:</p> <p>Yes, Attached Financial Proposal</p> <p>No, Offeror has not attached Financial Proposal and May Be Deemed Non-Responsive</p>
<p>Diversity Plan (10 Points) – Response Limited to 10 Pages</p> <p>The Metropolitan Government of Nashville and Davidson County (Metro) is committed to including DBE (SMWSDVBs) in its procurement processes. In an effort to increase diverse business inclusion, proposers are requested to provide Metro with information regarding their procurement diversity and inclusion strategy. Explain your plan to achieve or exceed the 15% DBE (SMWSDVBs) participation as required within the solicitation. A good procurement diversity plan should include at a minimum the following components:</p> <ul style="list-style-type: none"> · Statement of Commitment · Strategic Approaches and Methodologies taken to ensure maximum participation by SMWSDVB suppliers. · Methods to Ensure Prompt Payment of SMWSDVBs. · Utilization Monitoring and Reporting Tactics—includes specific techniques used to monitor participation on an ongoing basis and report to Metro. <p>The file should be limited to 10 pages and be attached to your response in a PDF format and named "Diversity Plan".</p>
<p>.....</p> <p>Target Value Yes, Attached Diversity Plan</p> <p>.....</p>

Evaluation Criteria
Circle one from the response values below: Yes, Attached Diversity Plan No, Have Not Attached Diversity Plan and May Be Deemed Non-Responsive

1.4 Attachments

Name	Data Type	Description
Draft Parking Agreement	File	Round 4 - Amendment # 2
Online Discussion Questions and Responses	File	Round 4 - Amendment # 1
Pricing Worksheet	File	
Parking Meters Doc	File	
On-street Parking Financial Summary 2012-2018	File	
Davidson County Parking Tickets Issued in 2016	File	
IPS Group Meters Contract	File	
ParkingFY14	File	
2017 Space Commitments by Parking Facility	File	
2017-07-14 Parking Potential Meter Expansion Five Points Map	File	
2017-07-14 Parking Study Area Potential Meter Expansion Map	File	
2017-07-19 Parking Potential Meter Expansion 8th Ave South Map	File	
2017-07-19 Parking Potential Meter Expansion 12th South Map	File	
2017-08-11 Potential Parking Meter Locations Map 8th Avenue	File	
2017-08-11 Potential Parking Meter Locations Map 12 South	File	
2017-08-11 Potential Parking Meter Locations Map 21st Ashwood	File	
2017-08-11 Potential Parking Meter Locations Map 21st Belcourt	File	
2017-08-11 Potential Parking Meter Locations Map Downtown	File	
2017-08-11 Potential Parking Meter Locations Map Five Points	File	
2017-08-11 Potential Parking Meter Locations Map Germantown	File	
2017-08-11 Potential Parking Meter Locations Map Green Hills	File	
2017-08-11 Potential	File	

Name	Data Type	Description
Parking Meter Locations Map Midtown		
2017-08-11 Potential Parking Meter Locations Map Sylvan Park	File	
Bike share contract	File	
Enhancing Parking MPO	File	
Livable Nashville Draft Recommendations	File	
Metro Government 2017-2020 Transportation Action Agenda	File	
Metro Nashville - Circuit Court Clerk - Summary Data on Parking	File	
Mobility Targets	File	
Nashville MTA-RTA Transit Plan (Dec. 2016)	File	
Nashville Parking	File	
Nashville Walk 'n Bike - Draft Plan	File	
Nashville Walk 'n Bike - Executive Summary	File	
Parking Pres_NCDC	File	
parking-rates-and-space-counts-March-2017	File	
Useful Links Regarding Nashville Parking	File	
2012 NDP Contract	File	
2014 - 2016 Garage Rate Analysis	File	
2017-07-12 Parking Garage Contract Downtown Partnership BL2017-709	File	
Letter from Mayor Briley	File	
MPW On-Street Parking Meters 04-05-17	File	
Nashville Parking Financial Model_v2	File	
Parking Costs_FY 2016	File	
ParkingFieldMapBook 12-2016	File	
ParkingFY13	File	
ParkingFY15	File	
PW FY17 Parking Cost Analysis	File	
traffic_and_parking commission rules	File	
Valet Information	File	
Metro Nashville - Parking Authority Flow Chart	File	
Export_Potential_Meter_Locations.zip	File	
Meter Maintenance Reports	File	
Notice Sample	File	
Parking Adj within 45 Days	File	
Parking Case Hearings	File	
Parking by Agency	File	

Name	Data Type	Description
Parking Collection Rates	File	
Parking Compact Notices by Month	File	
Parking No Record	File	
Unpaid Parking Tickets	File	
Meter Collection Revenue Reports by Zone	File	
Contract 334485	File	

1.5 Response Rules

This negotiation is governed by all the rules displayed below.

- ☐ Negotiation is restricted to invited suppliers
- ☐ Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- ☒ Suppliers are allowed to provide multiple responses
- ☐ Buyer may close the negotiation before the Close Date
- ☒ Buyer may manually extend the negotiation while it is open